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PLAINTIFF(S)

HARPREET SOOCH and ENNET SEKERAMAYI

DEFENDANT(S)

VANCOUVER CAREER COLLEGE (BURNABY) INC.,
operating as CDI College of Business, Technology
and Health Care – Edmonton South, and THE
BOARD OF GOVERNORS OF BOW VALLEY COLLEGE

DOCUMENT

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

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File No.: 552510-1

A Class Proceeding pursuant to the *Class Proceedings Act*, S.A. 2003, Ch. C-16.5

NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

STATEMENT OF FACTS RELIED ON:

1. The plaintiffs, Harpreet Sookh and Ennet Sekeramayi, are individuals residing in the city of Edmonton in the Province of Alberta.
2. The defendant, Vancouver Career College (Burnaby) Inc., operating as CDI College of Business, Technology and Health Care – Edmonton South ("CDI") is a corporation with a registered operating address at 626 West Pender Street, Vancouver, British Columbia.

3. CDI is a private, for-profit career college that participates in Alberta's post-secondary educational system by offering vocational training programs that have been licensed in accordance with the *Private Vocational Training Act* RSA 2000, c. P-24 ("PVTA").
4. The Board of Governors of Bow Valley College (the "BVC Board") is a corporation which manages and operates Bow Valley College under the *Post-secondary Learning Act*, SA 2003, c. P-19.5.
5. Bow Valley College ("BVC"), is a public, board-governed college and registered charity operating under the *Post-secondary Learning Act*, as an institution offering, *inter alia*, diploma programs.

The BVC LPN Diploma Program

6. At all material times to this action BVC owned, was licensed to offer and was the accredited credentialing institution for a practical nursing diploma program and curriculum (the "BVC Program").
7. The BVC Program is a 73-week, 1804 hour post-secondary program of study and vocational training offered to provide students with specialized skills and knowledge to prepare them for employment in the field of licensed practical nursing.
8. The BVC Program is divided into four semesters that concludes with a work experience which matches the learner with a preceptor:
 - (a) Semester 1 provides education in a classroom setting. The semester consists of many support courses, the content of which are fundamental to assignments and activities of nursing courses.
 - (b) Semester 2 provides education both in classroom and nursing laboratory settings. The lab instruction includes hands-on practice and evaluation. There is a clinical experience component in a long term care setting focusing on assessment and communication skills.
 - (c) Semester 3 also provides education both in classroom and nursing laboratory settings and the lab instruction includes hands-on practice and evaluation. There is a clinical component in a long term care setting which focuses on intermediate nursing skills.
 - (d) Semester 4 begins with a longer acute care clinical, integrated with classroom theory to allow development of advanced nursing competencies. The final weeks of the program consist of focused clinical work experience in a variety of settings. These experiences are preceptored in which each student is partnered with a practicing LPN or RN. The preceptored experience facilitates the transition from a learner role to a graduate role.

9. BVC issues a licensed practical nursing diploma to students who successfully complete the BVC Program.
10. At all material times to this action, the College of Licensed Practical Nurses of Alberta (the "CLPNA"), as the professional regulatory body that sets curriculum standards for the education and vocational training of licensed practical nurses in Alberta, had evaluated and approved the BVC Program and curriculum as meeting its entry-to-practice requirements. The CLPNA would issue temporary licenses to BVC Program graduates on the basis of a BVC Program diploma allowing them to practice as a nurse pending their completion of a national licensing exam, the Canadian Practical Nurse Registration Exam.

BVC's Brokerage Agreement with CDI to Deliver the BVC/CDI Program

11. Sometime prior to June 28, 2010, BVC entered into an agreement with CDI wherein both BVC and CDI agreed to cooperate in the implementation and delivery of the BVC Program and curriculum by CDI, to be offered at CDI's Edmonton South campus, Unit 2, 810 Saddleback Road, in Edmonton beginning March 14, 2011 (the "BVC/CDI Program" or the "Program").
12. Under BVC's agreement with CDI,
 - (a) BVC agreed to take an active role in the implementation and quality assurance of the Program,
 - (b) BVC agreed to monitor the delivery of the Program and curriculum to ensure that it was maintained as approved by the CLPNA for delivery, and
 - (c) CDI did not have the authority to issue diplomas to graduates of the Program; rather, BVC was the only institution authorized to issue diplomas, which authority BVC would exercise after undertaking its own review and evaluation of the academic and related records of each student of the Program.
13. BVC's undertakings under its agreement with CDI are held in trust by CDI for the benefit of the students who entered into an enrollment contract with CDI for the Program.
14. Sometime prior to June 28, 2010, after having assessed whether the BVC/CDI Program would meet CLPNA's entry-to-practice educational and vocational training standards, the CLPNA approved the implementation of the Program.
15. Pursuant to the CLPNA's approval of the BVC/CDI Program, on June 28, 2010 the Private Vocational Training Branch granted CDI a license pursuant to section 12 of the *PVTA* to offer the Program on terms and conditions of licensing set out in an Acknowledgement Statement CDI signed on June 3, 2010 (the "Terms and Conditions of Licensing"). The Terms and Conditions of Licensing formed part of CDI's licence.

The Class

16. The plaintiffs bring this action on their own behalf and on behalf of all students who enrolled in the Licensed Practical Nursing program at CDI (collectively the “Class” or “Class Members”).

The Enrollment Contract

17. The Class Members entered into a contractual relationship with CDI and BVC whereby CDI agreed to provide services as an education institution, for consideration. The express terms of this contractual relationship were set out in an enrollment contract (the “Enrolment Contract”).
18. The plaintiff, Ennet Sekeramayi, and a representative of CDI executed an Enrolment Contract on January 29, 2011.
19. The plaintiff, Harpreet Sooch, and a representative of CDI executed an Enrolment Contract on September 28, 2011.
20. The Enrolment Contract was entered into by CDI both on CDI’s behalf and as the agent of BVC.
21. The purpose of the Enrolment Contract and of the Program was to
 - (a) help the Class acquire the knowledge, skills and attitudes required to provide safe, skilled, quality nursing care in hospitals, other health care agencies and in the community;
 - (b) prepare the Class to meet the entry-to-practice requirements set by the CLPNA;
 - (c) prepare graduates of the Program to challenge the Canadian Practical Nurse Registration Exam; and
 - (d) prepare graduates of the Program to practice as a Licensed Practical Nurse.
22. Under the express terms of the Enrolment Contract,
 - (a) the Program was a licensed, full-time, 73-week, 1804 hour vocational training program of study approved by the CLPNA that led, upon successful completion of the Program, to a licensed practical nursing diploma recognized by the CLPNA as meeting its entry-to-practice requirements;
 - (b) the Program had a specified start date and end date; in particular,
 - (i) in the case of the plaintiff, Ennet Sekeramayi, the Program start date was March 14, 2011 and the Program end date was August 14, 2012;

- (ii) in the case of the plaintiff, Harpreet Sooch, the Program start date was November 7, 2011 and the Program end date was April 2, 2013;
 - (c) The total cost of the Program was \$29,979.50 including tuition, textbooks and GST,
 - (d) CDI promised to deliver the Program in accordance with the *Private Vocational Training Act* and Regulation.
23. It was a term of the Enrolment Contract between CDI and the Class, express or implied, that
- (a) CDI and BVC agreed to effectively deliver the Program in accordance with the Terms and Conditions of CDI's licence for the BVC/CDI Program, by ensuring:
 - (i) the curriculum as approved by the CLPNA was maintained,
 - (ii) evidence that satisfied the CLPNA that ongoing contracts were in place for clinical practicum opportunities with health care agencies was on record with CLPNA,
 - (iii) admission requirements as set by the CLPNA were in place;
 - (iv) instructors with qualifications as set out by the CLPNA were hired and an adequate staff complement was continuously maintained,
 - (v) an appropriate system for evaluating students and awarding credentials was maintained as set out by the CLPNA,
 - (vi) an effective process for the resolution of complaints made by students was in place,
 - (vii) student files were maintained as prescribed by the Private Vocational Training Branch,
 - (viii) all academic resources were provided to students in a timely manner, and
 - (ix) the necessary equipment will be available, in working condition and fully accessible to students during regularly scheduled class times.
24. By reason of the license granted to CDI to offer the BVC/CDI Program, the Enrolment Contract between CDI and the Class, the agreement between CDI and BVC to cooperate in the implementation and delivery of the BVC Program by CDI and the relationship between the defendants and the Class, each of CDI, BVC and the BVC Board owed a concurrent duty of care to the members of the Class

- (a) to exercise the care, skill, diligence, and competence reasonably expected of a post-secondary educational institution offering a licensed vocational training program under a brokerage agreement in their dealings with the members of the Class,
 - (b) to take reasonable care, when making representations express or implied, to the members of the Class concerning the Program that the members of the Class were likely to rely on to their disadvantage, that such representations were true, accurate and not misleading,
 - (c) to avoid making representations to the Class regarding the Program and its delivery that might reasonably deceive or mislead them, and
 - (d) to carry out their express and implied contractual obligations with reasonable care, skill, diligence, and competence.
25. Each of CDI, BVC and the BVC Board owed the Class a duty of care to effectively deliver the Program in accordance with the Terms and Conditions of CDI's licence for the BVC/CDI Program, by ensuring:
- (i) the curriculum as approved by the CLPNA was maintained,
 - (ii) evidence that satisfied the CLPNA that ongoing contracts were in place for clinical practicum opportunities with health care agencies was on record with CLPNA,
 - (iii) admission requirements as set by the CLPNA were in place;
 - (iv) instructors with qualifications as set out by the CLPNA were hired and an adequate staff complement was continuously maintained,
 - (v) an appropriate system for evaluating students and awarding credentials was maintained as set out by the CLPNA,
 - (vi) an effective process for the resolution of complaints made by students was in place,
 - (vii) student files were maintained as prescribed by the Private Vocational Training Branch,
 - (viii) all academic resources were provided to students in a timely manner, and
 - (ix) the necessary equipment will be available, in working condition and fully accessible to students during regularly scheduled class times;

- (b) that each of CDI and BVC would have in place policies, procedures and practices to ensure oversight of the staff involved in delivering the Program and that each of CDI and BVC would require the staff involved in delivering the Program to adhere to its policies, procedures and practices.
26. By offering the BVC/CDI Program and entering into the Enrolment Contract with each member of the Class, the defendants made the following representations and warranties, express or implied, to the members of the Class concerning the Program:
- (a) the Program was a licensed full-time 73 week, 1804 hour vocational training program of study approved by the CLPNA that led, upon successful completion of the Program, to the granting of a licensed practical nursing diploma recognized by the CLPNA as meeting its entry-to-practice requirements;
 - (b) the Program had a specified start date and end date; in particular,
 - (i) in the case of Ennet Sekeramayi, the Program start date was March 14, 2011 and the Program end date was August 14, 2012;
 - (ii) in the case of Harpreet Sooch, the Program start date was November 7, 2011 and the Program end date was April 2, 2013;
 - (c) The total cost of the Program was \$29,979.50 including tuition, textbooks and GST;
 - (d) CDI and BVC would effectively deliver the Program in accordance with the Terms and Conditions of CDI's licence for the BVC/CDI Program, by ensuring:
 - (i) the Program and curriculum was approved by the CLPNA and the Program and curriculum as approved by the CLPNA would be maintained,
 - (ii) with respect to the compulsory clinical and / or practicum components of the Program, ongoing contracts were in place and would be maintained for clinical practicum opportunities with health care agencies,
 - (iii) admission requirements as set by the CLPNA were in place;
 - (iv) instructors with qualifications required by the CLPNA had been or would be hired to deliver the Program's curriculum and an adequate staff complement would be continuously maintained,
 - (v) an appropriate system for evaluating students and awarding credentials would be maintained as required by the CLPNA,
 - (vi) an effective process for the resolution of complaints made by students was in place and would be maintained,

- (vii) student files would be maintained as prescribed by the Private Vocational Training Branch,
 - (viii) all academic resources would be provided to students in a timely manner, and
 - (ix) the equipment necessary to effectively deliver the Program would be available, in working condition and fully accessible to students during regularly scheduled class times.
27. The Plaintiffs paid the required tuition and fees specified in the Enrolment Contract and at all material times thereafter
- (a) attended the Program courses,
 - (b) dedicated their efforts to their studies and their participation in the prescribed course activities, and
 - (c) maintained satisfactory attendance and, so far as they were aware, satisfactory academic progress and performance standards in their course work.

Breach of Contract and Breach of Duty of Care

28. In breach of the Enrolment Contract and the concurrent duties of care the defendants owed to the members of the Class, CDI and BVC failed to deliver the educational services it agreed to supply to members of the Class. More particularly, they failed to deliver
- (a) The licensed full-time vocational training program of study approved by the CLPNA that leads to the granting of a diploma upon successful completion of the program;
 - (b) a program with an end date as provided in the Enrolment Contract, or any end date;
 - (c) a program the total cost of which was \$29,979.50 including tuition, textbooks and GST,
 - (d) the Program in accordance with the *Private Vocational Training Act* and Regulation.
29. Further, in breach of the concurrent duties of care of each of CDI, BVC and the BVC Board owed to the members of the Class,
- (a) Each of them failed to exercise the care, skill, diligence, and competence reasonably expected of a post-secondary educational institution offering a

licensed vocational training program under a brokerage agreement in their dealings with the members of the Class,

- (b) the representations and warranties, express or implied, the defendants made to the members of the Class as set out in paragraph 26 of this Statement of Claim were untrue, inaccurate, misleading, and might reasonably have deceived or misled them, and
- (c) Each of them failed to carry out their express and implied contractual obligations with reasonable care, skill, diligence, and competence.
- (d) Each of them failed to have in place policies, procedures and practices to ensure oversight of the staff involved in delivering the Program and each of them failed to require the staff involved in delivering the Program to adhere to its policies, procedures and practices.

Particulars of the Manner in which the Program was Delivered

- 30. CDI enrolled students who did not meet the admission requirements as set out by the CLPNA.
- 31. CDI and BVC failed to ensure that the textbooks, learning guides and other academic resources required to deliver the Program and curriculum were provided to the Class in a timely manner. From the start of the Program commencing March 14, 2011 and for all subsequent Semesters in which the Program was offered CDI did not have the books and other materials designated to deliver the Program curriculum until mid-way through the Semesters in which the resources were required.
- 32. During those weeks of each semester in which the academic resources necessary to deliver the Program were not available, the members of the Class received no instruction in the curriculum content.
- 33. In the absence of the academic resources necessary to deliver the Program in the first semester commencing March 14, 2011, CDI provided the members of the Class with colouring books to use.
- 34. In the absence of the academic resources necessary to deliver the Program in subsequent semesters, CDI supplied the members of the Class Netflix movies and pizza and led activities in which the class members were required to paint anatomical structures (for example, the human ribs) on T-shirts and to participate in wheelchair races.
- 35. When CDI did eventually provide textbooks or other academic resources to the Class, some of the resources were neither approved resources, nor resources that were in current use by BVC for the BVC LPN Diploma Program, yet those were the resources that CDI focused on in delivering the curriculum.

36. The majority of the equipment needed for the Program was not acquired, or provided, until January 2013, after an investigation by BVC into the manner in which the Program was being provided revealed the equipment necessary to effectively deliver the Program was not available and had not been fully accessible to students during regularly scheduled class times.
37. CDI and BVC persistently failed to hire instructors with qualifications as set out by the CLPNA and to continuously maintain an adequate staff complement for the Program. Both the qualifications and the professional teaching experience of the instructors and lab facilitators CDI engaged to instruct the members of the Class were inappropriate to the curriculum they were engaged to instruct. None of the plaintiffs' instructors had any teaching experience. Some of the plaintiffs' instructors were not qualified in the subject areas CDI engaged them to teach.
38. CDI and BVC did not implement or deliver the Program curriculum as approved by the CLPNA. The instructors CDI hired to teach the curriculum were frequently absent from, or arrived late for, regularly scheduled class times and when they attended to instruct the Class they routinely did so without a lesson plan and without being prepared to effectively deliver the curriculum content assigned for the scheduled class or laboratory time. The employment of many of the instructors CDI engaged for the Program ceased part way through the semester they had been engaged to teach and there were lengthy periods of time during which the members of the Class received no instruction whatsoever for lack of instructors.
39. As a result of CDI's and BVC's failure to hire instructors with qualifications as set out by the CLPNA and to continuously maintain an adequate staff complement for the Program, their frequent absences from regularly scheduled classes / laboratory units and their lack of preparedness to effectively instruct the curriculum,
 - (a) the members of the Class were deprived of a significant number of instructional hours required for the Program,
 - (b) the members of the Class were deprived of the educational benefits and vocational training the missed class and lab time were intended to provide,
 - (c) the instructors fell increasingly behind schedule for delivering the curriculum content.

Further, CDI failed to replace or otherwise make up the instructional hours that had been lost.

40. CDI did not maintain an appropriate system for evaluating students and awarding credentials as set out by the CLPNA or otherwise.

41. The instructors responsible for delivering the Program curriculum recorded in the Class members' student passports and other academic and related records that the members of the Class had practiced and satisfactorily performed skills required by the Program when in fact they had not and had only been given the opportunity of witnessing an instructor perform the skill.
42. CDI also failed to enforce an examination / testing policy that was designed to ensure that students of the Program demonstrated they had mastered the course/module content through a solid knowledge foundation. Instead the instructors responsible for the Program at CDI routinely provided to the Class, in advance of tests and examinations, the tests and examination questions and answers they would be administered;
43. The staff CDI engaged to deliver the Program also adopted an arbitrary, discretionary practice for marking assignments, tests and examinations, and openly referred to their ability to engage in this practice in order to threaten and intimidate the members of the Class who had expressed complaints or dissatisfaction concerning the manner in which the Program was being delivered.
44. CDI provided the test and examination questions and answers in order to avoid the consequences of CDI's failure to deliver the Program curriculum as approved by the CLPNA and the resulting lack of opportunity for students enrolled in the Program to develop and demonstrate the performance standards and outcomes required by the CLPNA. CDI's system for evaluating students was deliberately designed to ensure that students passed their evaluations and moved on to the next semester of their program on schedule, irrespective of whether they had acquired an adequate mastery of the curriculum content. CDI's system for evaluating students was also designed to provide CDI the means to discipline students who expressed complaints or dissatisfaction with respect to the manner in which the Program was being delivered.
45. CDI failed persistently to investigate, document or address, effectively or at all, the concerns and complaints of the Class about the manner in which the Program and curriculum was delivered. Their complaints were referred to the Program's Co-ordinator and resulted in the ridicule of the Class members' concerns, and overt threats and intimidation directed at them, by the staff CDI had hired to deliver the Program.
46. CDI did not maintain complete student records, evidence of their academic performance and progress, test instruments or academic records.

Effect of the Defendants' Actions

47. As a result of the defendants' breaches of contract and the tortious and unlawful conduct as set out above, some members of the Class withdrew from the Program.

48. The plaintiffs and the other members of the Class who had completed Semester 3 of the Program with the plaintiffs, participated in their Semester 4 acute care clinical placements from November 6 to December 7, 2012. During that November 6 to December 7, 2012 period,
 - (a) A complaint was reported to CDI, CLPNA and Alberta Health Services ("AHS") in connection with a medication error that had been made to the prejudice of a patient at the WestView Health Centre hospital in Stony Plain, Alberta, by a student of the Program participating in an acute care clinical placement at that hospital,
 - (b) Complaints were reported to CDI, CLPNA and AHS in connection with numerous significant mistakes and a medication error that had been made by students of the Program who had been placed in an acute care clinical at the Royal Alexandra Hospital in the city of Edmonton, Alberta, and
 - (c) The WestView Health Centre hospital, the Royal Alexandra Hospital, and other third party health care agencies who had agreed to acute care clinical placements of students of the Program had complained to CDI, CLPNA and AHS that students of the Program were not demonstrating the knowledge, skill, and competencies expected of them in their clinical placements.
49. On or about December 12, 2012, AHS withdrew the clinical placements of the plaintiffs and all of the other members of the Class in the plaintiffs' group.
50. On or about the same date CDI advised the plaintiffs and all of the other members of the Class in the plaintiffs' group that there were no ongoing contracts in place for clinical practicum opportunities with health care agencies.
51. On or about December 14, 2012 the CLPNA revoked the temporary licenses it had granted to 8 graduates of the Program based on diplomas they had been issued by CDI. The 8 graduates of the Program were forced to cease working as nurses.
52. The same week, CDI instituted exceptional testing to determine whether the members of the Class demonstrated achievement of the essential skills, competencies and learning outcomes expected of the Program. CDI's assessment based on this testing was that the vast majority of the members of the Class had demonstrated achievement of the essential skills, competencies and learning outcomes expected of the Program.
53. At about the same time BVC officials began an investigation into the manner in which the Program had been delivered and instituted further testing to determine whether the members of the Class demonstrated achievement of the essential skills, competencies and learning outcomes expected of the Program.

54. The testing instituted by BVC revealed that the members of the Class were being tested in relation to a curriculum that was different than the curriculum the Class had been given at CDI.
55. As a result of the investigations by BVC, BVC determined the equipment necessary to effectively deliver the Program was not available at CDI's South Edmonton campus. That equipment was subsequently acquired.
56. As a result of these investigations BVC determined and communicated to the members of the Class, and the fact is, that
 - (a) CDI had failed to maintain and to deliver the approved curriculum in material respects;
 - (b) CDI had not maintained complete student records, evidence of academic performance and progress, test instruments or academic records for the Class, including academic records BVC required for BVC to credit the members of the Class with the successful completion of courses, laboratory units and clinical placements they had completed;
 - (c) Only one of the members of the Class had demonstrated achievement of the essential skills, competencies and learning outcomes expected of them at that point in the Program as approved by the CLPNA;
 - (d) The clinical coursework they had completed to that point was "null and void", would not count towards their completion of the Program, and would have to be re-done;
 - (e) The Class would have to pay additional fees, repeat or re-complete additional courses and examinations in order to receive credits towards the completion of their diplomas;
 - (f) Third party health care agencies had cancelled all clinical placements for the members of the Class and there were no arrangements in place for the members of the Class to participate in the clinical components of the Program; and
 - (g) BVC would begin taking on a more active role in the monitoring and quality assurance of the Program.
57. On or about February 6, 2013, the CLPNA revoked its approval of the BVC/CDI Program for non-compliance with appropriate standards and replaced its unconditional approval with a conditional approval to allow the CLPNA to assess whether the BVC/CDI Program would meet appropriate educational standards with respect to the students in Semesters 1 – 4 of the program.

58. On or about February 20, 2013, having received notification from the CLPNA that it had revoked its approval of the BVC/CDI Program and replaced its unconditional approval with a conditional approval, the Director of the Private Vocational Training Branch issued a Stop Order effective immediately, in accordance with section 20(1) of the *Private Vocational Training Act* prohibiting the enrollment of additional students or collection of fees from prospective students in the BVC/CDI Program.
59. As a result of the defendants' breaches of contract and the tortious and unlawful conduct as set out above, the Class Members have been
- (a) unable to acquire the knowledge, skills and attitudes required to provide safe, skilled, quality nursing care;
 - (b) delayed in obtaining, or have been unable to obtain, a licensed practical nurse diploma;
 - (c) delayed in completing, or have been unable to complete, a post-secondary program of study and vocational training to prepare them for employment in the field of licensed practical nursing; and have been
 - (d) delayed in completing, or have been unable to complete, a post-secondary program of study and vocational training to prepare them for employment in a field other than licensed practical nursing.
60. As a result of the defendants' breaches of contract and the tortious and unlawful conduct as set out above, the Class Members have suffered and will continue to suffer injury, loss and damages, particulars of which include:
- (a) pain, suffering and loss of enjoyment of the amenities of life;
 - (b) impaired creditworthiness;
 - (c) professional embarrassment;
 - (d) loss of competitive advantage;
 - (e) loss of business and / or employment opportunities;
 - (f) loss of income and impaired earning capacity.
61. As a result of the aforesaid breaches of duty by defendant, the plaintiffs and the other members of the Class have suffered mental distress, anxiety and emotional and / or psychological injury.
62. As a result of the aforesaid breaches of duty by defendant, CDI and BVC have been enriched by receiving tuition fees, the members of the Class have been correspondingly

deprived because they paid the tuition fees and there is no juristic reason for the defendants' enrichment.

Facts Justifying Punitive Damages

63. Throughout the Program, CDI's actions have been persistently motivated by economic profit considerations at the expense of the interests of the members of the Class. Further CDI's actions have exhibited contempt for the interests of the members of the Class as well as the agencies involved in regulating, to protect the public, the post-secondary education and vocational training of nursing professionals in Alberta.
64. The plaintiffs repeat the allegations set out in paragraphs 28 to 62 herein.
65. Throughout the Program, CDI knowingly made false reports and created records falsely recording that the members of the Class
 - (a) had been provided with instruction in relation to portions of the curriculum when in fact they had not,
 - (b) had been provided with the hours of instruction required for the Program when in fact they had not, and
 - (c) had been in attendance for full time instruction when in fact they had not,and passed these reports and records on to third parties including the Private Vocational Training branch, the CLPNA and Student Aid Alberta, intending that those third parties rely on them and the false information they contained as being accurate.
66. Throughout the Program's delivery, CDI planned and engaged in deliberate efforts to mislead the CLPNA when its officials attended the CDI's South Edmonton campus from time to time to ensure that the Program and curriculum as approved by the CLPNA was being maintained. In advance of such visits CDI arranged for specific students to engage in ostensibly unplanned and unrehearsed interactions with the CLPNA officials during their tour of the Program facilities, which interactions CDI carefully scripted to convey to the CLPNA that the Program was being delivered in an acceptable manner. CDI instructed all other students to avoid interaction with the visiting CLPNA officials and to not communicate complaints or concerns about the manner in which the Program was being delivered.
67. In order to avoid having to refund tuition monies calculated in accordance with the requirements of the *Private Vocational Training Regulation* when no instruction was being provided to the members of the Class for 5 or more consecutive business days, CDI
 - (a) required the members of the Class to attend the South Edmonton campus, despite there being no classes, and

- (b) instructed the staff it appointed to provide counseling to students of the Program, as well as its staff responsible for supervising and administering CDI's role in confirming registration pertaining to the provision of financial assistance for the members of the Class, not to notify Student Aid Alberta that the members of the Class had not attended classes for 5 consecutive business days, as CDI had undertaken to do in CDI's agreements with the Government of Alberta.
68. After the CLPNA revoked its unconditional approval of the BVC/CDI Program, without having obtained the approval of the Director of the Private Vocational Training Branch to make changes to the Enrolment Contract, and in circumstances in which the members of the Class were under duress as a result of threats and misinformation by CDI, CDI proposed and in some cases extracted the ostensible agreement of some of the members of the Class to purported changes to the Enrolment Contract. Pursuant to the purported changed Enrolment Contract, CDI agreed to extend the Enrolment Contract and continue to provide educational services in relation to the Program on condition that the members of the Class agreed to not make any negative communications to the CLPNA or claims in relation to CDI's delivery of the Program.

Application of the *Fair Trading Act*, RSA 2000 Chapter F-2

69. The Plaintiff is a "consumer" within the meaning of the *Fair Trading Act*, RSA 2000 Chapter F-2 ("FTA").
70. CDI and BVC are "suppliers" within the meaning of the *FTA*.
71. An Enrolment Contract, including changes to an Enrolment Contract, is a "consumer transaction" within the meaning of the *FTA*.
72. CDI and BVC entered into the Enrolment Contracts with the Class knowing, or in circumstances when each of them ought to have known, that the Class was unable to receive any reasonable benefit from the services they promised to deliver and, as such, CDI and BVC engaged in an unfair practice prohibited by the *FTA*.
73. The misrepresentations set out in paragraph 26 herein constitute an "unfair practice" within the meaning of section 6(4) of the *FTA*.
74. CDI and BVC engaged in unfair practices related to the Enrolment Contract prohibited by the *FTA*. They misled and deceived the plaintiffs in relation to
- (a) The approval of the Program by the CLPNA,
 - (b) The standard and quality of the educational services provided via the Program,
 - (c) The period within which the educational services via the Program would be delivered.

75. In proposing the purported changes to the Enrolment Contract, CDI
- (a) exerted undue pressure and influence on the Class Members to enter into the changed Enrolment Contract,
 - (b) took advantage of the Class Members as a result of their inability to understand the character, nature, language and effect of the changed Enrolment Contract and matter related to the changed Enrolment Contract.
76. Further, in proposing the purported changes to the Enrolment Contract, CDI included terms and conditions that were harsh, oppressive and excessively one-sided.
77. By proposing and securing the purported changes to the Enrolment Contract, CDI:
- (a) represented that the purported changes to the Enrolment Contract had been approved by the Director of the Private Vocational Training Branch, when in fact it had not,
 - (b) failed to provide prominent and full disclosure of the details of the agreement for continuing provision of educational services in relation to the Program,
 - (c) reasonably deceived or misled the Class members that the Program
 - (i) was approved by the CLPNA, when in fact it was not
 - (ii) would be delivered within a stated period when CDI knew or ought to have known that it would not,
 - (iii) would lead, upon successful completion of the Program, to a licensed practical nursing diploma recognized by the CLPNA as meeting its entry-to-practice requirements, when in fact it would not.
78. The Plaintiffs rely on the *FTA* and amendments and regulations thereto, including but not limited to sections 1, 2, 2.1, 3, 4, 6, 7, 7.1, 7.2, 7.3, 8, 13, 16, 17, 19, 141, 161, 162, 165, 166, 168 and 169.

A Class Proceeding is Appropriate

79. The Class Members as individuals constitute a generally financially disadvantaged group of students who lack funds for individual litigation. Access to justice will be advanced in this case as a class proceeding will enable them to have their claims adjudicated, they will benefit from economies of scale in a class proceeding and certification in this case will promote judicial economy.

80. The Plaintiffs propose that the Trial of the common issues take place at the Law Courts in the city of Edmonton in the Province of Alberta. They estimate that the Trial of the common issues will take less than twenty-five (25) days.
81. The Plaintiffs plead and rely on section 17 of the *FTA*; the *Class Proceedings Act*, SA 2003, c. C-16.5 and the *Alberta Rules of Court*, Alta Reg 124/2010.

Remedy sought:

82. The Plaintiffs seek:
 - (a) an order certifying this action as a class proceeding and appointing a representative of a class to be certified by the court;
 - (b) damages for the injuries, damages and losses suffered by the class members in an amount not less than \$1,500,000.00 or such other amount as may be proven at trial;
 - (c) a declaration waiving the notice provisions of the *FTA* and regulations thereto;
 - (d) a declaration that each of CDI and BVI has engaged in unfair practices under the *FTA* in respect of its representations to consumers about
 - (i) the approval of the Program by the CLPNA,
 - (ii) the standard and quality of the educational services provided via the Program,
 - (iii) the period within which the educational services via the Program would be delivered;
 - (e) any remedy that is available at law, including damages, an order for restitution of all tuition fee paid by the Class and exemplary or punitive damages pursuant to the *FTA*;
 - (f) interest pursuant to the *Judgment Interest Act*, RSA 2000, c. J-1;
 - (g) costs of this action; and
 - (h) such further and other relief as may be requested and as this Honourable Court deems to be just.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s)' address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.